

Overview

This handbook is designed to assist residential tenants in their search for answers to actual legal problems. A residential tenant is a person who has leased or rented a house, duplex, apartment, or other room for use as a permanent residence or home. This handbook does not address laws concerning boarding houses or motels, commercial tenancies, or mobile homeowner rights, although some of the legal concepts contained in this handbook may be applicable. Most of the legal material found in this handbook can be located in sections 24, 54, 91 and 92 of the Texas Property Code, which is available in your local law library and can be found in most public libraries.

Many times, the law can only be enforced in court. Most disputes never reach the court and are settled between the parties; justice can be expensive, risky, and slow. Therefore, courteous, professional negotiation is usually the fastest, most efficient solution in any dispute. The law, as interpreted in this handbook, merely sets forth the basic guidelines for negotiation. Often, establishing or joining a tenant organization is an attractive option because such organizations encourage landlords to negotiate fairly. Also, a tenant organization may get more attention from the media and local elected officials than individual tenants, and the fear of negative publicity or pressure from these officials can affect a landlord's actions.

WARNING: This handbook is not designed to make the reader an expert in landlord-tenant law, but is merely intended as a guide to the general rights and responsibilities of the tenant and landlord in various situations. If you plan to terminate your lease, withhold rent, repair and deduct, use your deposit for rent, sue your landlord, or take other serious action based on what you have read in the Property Code or this handbook, please consult an attorney or tenant association to ensure all the legal requirements have been met. This handbook does not address every consideration that may be applicable in a given situation. Also, interpretations of statutes routinely change over time. The judgment of a court will also depend on the exact circumstances of the individual case. If you improperly terminate the lease, withhold rent, sue, etc., the landlord may be entitled to collect damages and attorney's fees from you. You also need to be aware of the practical considerations of any lawsuit. For example, this handbook indicates the specific instances where you can terminate a lease agreement and move out. Even though you may have correctly terminated your lease, if your landlord does not agree with your decision, he may take action against you (including withholding your deposit and giving a statement to a credit reporting agency). Although the landlord's actions may later be deemed illegal, you may have to go to some trouble to achieve justice. Sometimes a landlord may try to retaliate against you by refusing to renew your lease, trying to terminate a month-to-month tenancy, or raising your rent. The law specifically provides you a cause of action for certain kinds of retaliation. See "Retaliation for Requesting Repairs."

To find the name of an attorney, call your local tenant association, bar association, or other lawyer referral service, all of which can usually be found by looking in your telephone directory. You can also call the Texas State Bar Referral Service at 1-800-252-9690. If you have a very low income, you may be eligible to receive free legal assistance from a legal services agency, and if you decide to file a suit you may also be able to file a statement describing your financial status instead of having to pay court costs. If you need the name and number of the legal services agency in your area, you can call Texas Lawyers Care at 1-800-204-2222, ext. 2155. You may

also decide to represent yourself in Justice of the Peace Court. Justices of the Peace routinely decide suits filed by parties who do not have lawyers. It is still a good idea to get some tips on the best way to represent yourself from an attorney or your local tenant association.

[Back to Top](#)

Selecting Your New Home

The most important thing you can do to avoid hassles with your house or apartment is to get started on the right foot. Many problems can be avoided if you do a few things before you agree to rent, put down a deposit, or sign a lease.

Look over the outside of the building. Are the stairs, outside walls, roof, sidewalks, and grounds around it in good shape? Do the buildings need to be painted? Do the apartments have enough parking spaces? If there is a laundry room for all of the residents, look it over. Inspect the swimming pool. Find out what the neighbors are like and what they say about the landlord. Ask whether they ever had something that needed to be repaired by the landlord. Was it fixed quickly? Have they ever had any disputes with the landlord? Do they have roaches? Has anyone in the area had any problem with vandalism, burglaries, rape, muggings, or other crimes? What is the area like at night? Are the grounds well lit?

NEVER sign a lease or even put a deposit down on an apartment or house until you have seen the exact place you will be renting. Some apartment complexes will show you a model apartment. Often, the apartment you actually get will not be as nice as the model. When you inspect the place you may rent, look it over carefully. Make sure the place does not smell bad. This could signal mildew caused by roof or plumbing leaks. Make sure the stove works. Check the refrigerator. Turn on the dishwasher. Check the garbage disposal. Turn on the water faucets and make sure the hot water works. Flush the toilet. Test the heating and air conditioning units. Open all of the cabinets and drawers in the kitchen and bathroom. Look for signs of insects or rodents. Look carefully at the carpet. Check around the windows. Are there any signs of leaks or water damage? Does the house or apartment have working smoke detectors? Test all of the lights.

Carry a pen and paper with you. Make a list of anything that is damaged or that needs repair. Take a copy of your list to the landlord and ask to have all the items repaired. Be sure to keep a copy of this list yourself. If the landlord promises to fix the items, get the promise in writing (or better yet, refuse to sign the lease or give a deposit until the items are repaired to your satisfaction). Finally, it is wise to check out the landlord before you agree to rent or put down a deposit. If the city has a tenant association, better business bureau, or consumer protection agency, call and find out if other people have complained about the landlord, complex, or management company. Ask if the landlord owns any other rental properties. If so, check into those too.

[Back to Top](#)

The Lease and Important Provisions

The importance of the lease cannot be overemphasized. Your basic rights and duties, as well as

those of your landlord, will be found in the lease. If you violate the lease, the landlord may have the right to ask you to move and hold you liable for future rent payments and other damages. Many people sign the lease without carefully reading it. Often the lease consists of a long form, which the landlord will say is the "standard" form that everyone signs. Do not sign a lease until you have read it and feel you understand it. A lease is valid as soon as you sign it, and you usually cannot back out if you change your mind. See [Consequences for Terminating Without Excuse](#).

You can modify a lease before you sign it. The law permits you to make almost any change in the terms of the lease, as long as the landlord agrees to the change. Do not be afraid to propose changes in the lease. Make the changes in ink and make sure that you and the landlord initial the changes. Do NOT leave the manager's office without a copy of the final lease agreement. If you get into a dispute with your landlord, you will find it difficult to rely on verbal promises that have not been put in writing. Both you and your landlord should sign and date all pages separate from the lease agreement. If you have agreements about pets, replacing the carpet, painting the walls, or who pays the utilities, such agreements should all be stated clearly in writing. Anything you want fixed, replaced, or repaired should be requested in writing. It would be wise not to rent from a landlord who will not put the agreement in writing.

Rent and Late Fees

A landlord can charge any amount he wishes for rent. There are no limits to increases, as long as the lease is expired (or will soon expire) and a proper notice is given. See [Changing Terms in the Middle or End of a Lease](#).

Generally, rent is due on the first day of the month. Many leases provide a "grace period" in which rent can be paid late without penalty. Always get receipts and keep them as long as you live there, especially if you pay by cash or money order. If a landlord claims he did not receive a money order from you and you do not have a receipt, you can run a "trace" on the money order to determine who may have cashed it by contacting the company that issued the money order. If any of the landlord's employees cashed it, you are probably not responsible for the rent. It may take several weeks, so be sure to start the process quickly. Sometimes a money order company will replace money orders that have not been cashed after a few months.

A landlord must accept cash rental payments, unless the written lease provides otherwise. If you pay your rent in cash, your landlord must provide you with a written receipt. The landlord must also keep a record of the date and amount of each payment. If a landlord fails to provide receipts or keep a record book, you can file suit and may be entitled to a court order that: (1) directs the landlord to comply with the law; (2) awards you the greater of one month's rent or \$500 for each violation; and (3) awards you court costs and reasonable attorney's fees. A landlord can refuse to take personal checks if it is in your lease.

A landlord can charge a reasonable late penalty if you pay rent after the due date according to your lease agreement. If you do not pay your rent on the due date (or beyond the grace period), the landlord usually has the discretion to either terminate the lease agreement or accept the rent and the appropriate late fee. If you offer to pay the rent and appropriate late fee, and the landlord

refuses to accept it, you may still have a chance in court. You should read the lease carefully and argue that you offered to cure the problem according to the lease.

A court may also consider your rent to be paid on time if you have established a clear and undisputed pattern of acceptance of late payment by your landlord. You should argue that if your landlord no longer wished to accept late payments, he should have given you some advance notice. See "Termination for Tenant Breach." If a landlord ever refuses to accept your rent, be sure to offer the money in person and with a witness (not just over the phone).

Although there are no specific legal limits, a late fee should not be more than \$35 for being one day late in a typical lease where rent is \$400 per month. Landlords can also charge additional fees for each day the rent is late. Generally, the total amount of late fees in any one month should not be more than half a month's rent. But again, a court could consider higher fees to be acceptable or lower fees to be unacceptable, there is no sure answer. A landlord sometimes deducts late fees from a tenant's rent and then claims the tenant is behind on rent again. Then the landlord charges late fees all over again. There are no state laws that specifically address these activities. However, a landlord may be in violation of the Deceptive Trade Practices - Consumer Protection Act if the landlord charges extremely excessive late fees. A court may also refuse to evict a tenant if the tenant only has refused to pay an unreasonable late fee. [Tenants in Section 8, government-owned or government-subsidized dwellings have strictly monitored rent that varies with their income level and have additional protections for unfair late fees.]

[Back to Top](#)

House Rules

House rules or apartment regulations are usually a part of the lease even though they are not printed on the lease form itself. Before you sign the lease, ask for a copy of the rules. If the rules have not been written down, ask the landlord to write them down and to sign and date the document. Having written rules will prevent the landlord from changing the rules in the middle of your lease. In general, most house rules are enforceable as long as they do not illegally discriminate. See [Discrimination](#). Rules may be unenforceable if they are completely unreasonable. For example, a broad curfew on adults has been considered unreasonable by some lower courts. If you feel a landlord's rules are unreasonable, it may be safer to follow them temporarily and move rather than attempt to challenge them, unless you have an attorney or tenant organization to back you up. See [Overview](#).

If after you execute your lease your landlord adds or changes a rule that will affect your personal property located outside your unit, such as towing policies for your vehicle, the landlord must give you written notice of that change (either in person or by certified or registered mail). The landlord can give you notice in person by hand delivering it to you or an occupant of your unit who is 16 years of age or older. The landlord can also affix the notice to the inside of your front door, or the outside of your door if you have no mailbox or you have a keyless door bolt, alarm system or dangerous animal. If the landlord fails to give you notice, he will be responsible for any expenses you incur because he failed to give you this notice.

Note that a landlord can fail to renew a lease or may terminate a month-to-month lease by giving a 30-day notice for almost ANY reason, and a court will probably uphold that decision. There are some exceptions. See [Termination and Moving Out](#) and [Exceptions to Failing to Renew or Terminating a Month-to-Month](#). [Tenants in Section 8, government-owned or government-subsidized housing have more protections against unreasonable evictions and rules. These tenants should contact their local housing authority or HUD office to complain of any unfair rules.]

[Back to Top](#)

Landlord's Right to Enter

Study the lease carefully to determine the circumstances under which the landlord may enter your home. Unless the lease agreement says the landlord can enter your apartment or house, he has NO right to do so, except perhaps in emergencies and for routine inspections or repairs when you are given advance notice. In every residential lease (oral or written) a tenant has an implied right to peaceable, quiet enjoyment of the premises. A tenant also has a right of privacy in his own home. A landlord should not violate either of these rights by entering without the tenant's permission or before giving advance notice, regardless of what the lease says.

You may want the right to have your own keyed lock on the door of the apartment or house. If you want your own keyed lock, be sure you provide for this in your lease or get written permission from your landlord. Also, a dwelling must be equipped with a keyless bolting device on each exterior door of the dwelling without necessity of request by the tenant. This will prevent improper entries while you are home. See "Locks and Security Devices." You may want to consider joining or establishing a tenant organization; encouraging management to allow all tenants to have their own keyed lock (or change who has access to the keys); sending management a letter warning them of your intention to file suit against them for any property stolen if there has been no evidence of forced entry; or file suit for breach of the implied covenant and right of privacy described above. But see [Warning](#).

[Back to Top](#)

Repair Language

You are under no duty to repair or remedy most conditions that affect your health and safety unless you cause the damage through abnormal use. Make sure the lease does not say that you give up your rights requiring the landlord to make these repairs. Although such clauses are often considered void, it is better to modify the lease than rely on the courts to resolve a dispute. See [Exceptions to the Landlord's Duty to Repair](#).

Texas law does NOT require a landlord to repair or remedy a condition that does not affect your health or safety, such as a defective dishwasher. Therefore, you should read the lease to see if the landlord promises to repair such problems. If he does not, you should ask him to change the lease to include repairing these problems. See [Repairs and Improvements](#).

[Back to Top](#)

Occupants and Visitors

The landlord can limit the number of occupants who live in the house or apartment. The maximum number should depend on the number of bedrooms and the age of the occupants. Texas law generally limits occupancy to three adults (persons over 18) for each bedroom of the dwelling. The landlord can set lower standards, as long as he does not illegally discriminate. For example, if a couple living in a one-bedroom apartment has a baby in the middle of their lease, the landlord probably cannot require the couple to move to a two-bedroom apartment because this may unfairly penalize them merely because they had a child. A landlord generally cannot limit visitors as long as they do not disturb other residents or violate some other provision of the lease. However, a tenant should be careful not to have the same visitor spend the night too many times in a row without the landlord's permission, otherwise, the landlord may consider the visitor as an unauthorized occupant. Certainly, a visitor should not get mail or other deliveries at the premises, or this will surely arouse suspicion. Too many visitors (even as few as three an hour) might be incorrectly perceived as illegal drug activity. Although the landlord has the burden to prove a tenant has violated the lease in an eviction case, you may be wise to avoid these disputes from arising in the first place. Therefore, you should consider explaining the situation to the landlord to remove suspicion rather than becoming offended by a landlord's questions and not cooperating.

[Back to Top](#)

Lease Time Period and Month-to-Month Leases

Normally, a written lease will last for a fixed period of time, typically six months or one year. The advantage of having a lease is that it protects you from rent increases during that time. The landlord has the advantage of being assured he will receive rent for that period. One disadvantage is that you are obligated for the rent for the entire lease period whether you live there or not, unless the landlord substantially violates the lease or agrees to let you out of the lease.

If you never had a written lease agreement or your written lease has expired, you are probably a month-to-month tenant. A month-to-month lease continues from one month to the next, as its name implies, until either you or your landlord gives a one-month advance notice of termination. (If you pay rent weekly, then you are a week-to-week tenant and only one week's notice is required.) No matter who terminates the lease, you should always keep a copy of the notice of termination as proof. See [Termination and Moving Out](#).

Changing Terms in the Middle or End of a Lease

During the lease, one party cannot change any terms of the lease agreement without the other party's consent. If an agreement is reached, it should be made in writing, dated, and signed by both parties. Unless an agreement is reached, the parties must abide by every term in the lease agreement (including any house rules). However, one month prior to the end of the lease, either party can propose changes to the lease agreement. For month-to-month leases, either party can give a 30-day advance notice of any change at any time. Unless the other party clearly terminates (or fails to renew the lease), then that party might be presumed to have accepted the new terms offered by the other party. For example, if a landlord sends you a notice 30 days before the end of the lease that the rent will be increased by \$50, you will have to pay the increased rent the first

month of the new lease (a written notice may not be required). The same is true if you are on a month-to-month lease and the landlord sends a notice on October 31 that the rent will be increased by \$50 for December. If you do not want to pay the increased rent, try to negotiate with the landlord and indicate you will not renew the lease unless the rent is lower. If the landlord refuses, then you must indicate (preferably in writing) that you will not renew the lease and then give the landlord 30 days advance notice of termination. Otherwise, you will be responsible for the higher rent. If you do not pay, then you will be behind on rent. In this case, a landlord will have rights he can use against you. In other words, if your landlord indicates to you 30 days prior to the end of the lease that the rent will be increased the month after the end of the lease, you may be responsible for the increased rent whether or not you sign anything or orally agree to the new amount. A court may find that you accepted the landlord's offer by your conduct alone. However, as a tenant you should not assume anything, as a court will decide each situation differently. You should always get agreements in writing and signed by the owner or manager. See [Tenant Duties and Consequences](#).

[Back to Top](#)

Moving Into Your New Home

When you move into your new home make sure all the repairs your landlord promised have been completed. If some of the repairs have not been made, contact your landlord immediately. If the landlord fails to make the repairs he promised before you signed the lease, he may be liable for violating the Texas Deceptive Trade Practices-Consumer Protection Act. Contact a lawyer or tenant association for more details. You should also make a written list noting the condition of the apartment on the day you move in. This list will help you avoid disputes when you move out, and may also be crucial in getting back your security deposit. Make a note of every spot on the carpet and every damaged item in the place. Give a copy of the list to the landlord and keep a copy for yourself. Your landlord has a duty to test all smoke detectors to verify they are in working order when you move in. The landlord also has the duty to rekey the locks between tenants.

[Back to Top](#)

Tenant Rights and Remedies

This section of the handbook discusses tenant rights and remedies provided by Texas law. Unless otherwise indicated, a lease cannot remove or diminish any right or remedy described below. However, your lease may provide additional protections and remedies. So, be sure to read your lease first to see if your problem is addressed.

Repairs and Improvements

Texas law requires landlords to make a diligent effort to repair anything that materially affects the physical health or safety of an ordinary tenant. Examples of things that materially affect the health and safety of an ordinary tenant are sewage backups, roaches, rats, no hot water, faulty wiring, roof leaks, and sometimes lack of heat or air conditioning. If the problem violates a provision of your city's building, health, or fire code, then it is more likely to be considered a health or safety risk. Problems such as broken dishwashers, walls that need painting, unsatisfactory draperies, or grass that needs cutting are generally not covered by state law.

However, your lease agreement may require the landlord to fix these problems as well. Be sure to read your lease to find out. If you are uncertain how to classify the problem, consult a lawyer, health or building inspector, or tenant association.

It is possible that a landlord's failure to repair problems that do not affect health or safety (such as a broken dishwasher) may be addressed as a breach of the lease, even if the lease fails to mention repairs. A court may find that a landlord is still responsible if the landlord clearly implied he would fix anything that broke in the apartment. Texas law does not provide an easy-to-use remedy, so careful and courteous negotiation is the best practical solution. The remaining sections of "Repairs and Improvements" will only discuss the requirements and remedies provided by state law as described above. Although some of the general advice may be applicable in other situations, a tenant should not assume that ANY of the remedies discussed below will be available.

[Tenants in Section 8, government-owned or government-subsidized housing have additional rights concerning repairs. A local housing authority administers many of these programs and can inspect and "abate" (stop) paying its portion of the rent on the tenant's dwelling until the repairs are completed. If the landlord files for eviction, the tenant may have defenses. The landlord may not be able to evict based on nonpayment of the housing authority's rent as long as the damage was not caused by the tenant's abnormal or reckless use of the premises. The tenant should call his housing authority, attorney, or tenant association for more information.]

Exceptions to the Landlord's Duty to Repair

Texas law does not require a landlord to repair a condition caused by the tenant or a guest, family member, or lawful occupant of the tenant (unless the condition was caused by normal use of the premises). The law also specifically provides that the landlord need not furnish security guards for an apartment complex, even if the complex is unsafe, although better lighting, locks, fencing, and other security measures could be required in some situations. The law also exempts landlords who only have one rental unit. Texas law allows these smaller landlords to change their duty to repair entirely if the unit was free of health and safety risks when the tenant moved in (and the landlord was unaware that there would be problems during the lease). In such a case, if the landlord wants you to repair items that would normally be his responsibility, he must put a specific provision in your lease to this effect and it must be underlined or in bold print.

Any landlord may require a tenant to pay for broken windows, screens, and doors if the provision is specific and underlined or bolded in a written lease regardless of who broke them, assuming the window or door did not break from normal use and the landlord did not cause the damage. The landlord also may require the tenant to repair damage caused by leaving windows and doors open, and from sewage backups if a toy or other improper item is found in the line that exclusively leads to the tenant's unit and is the cause of the backup, if the provision is specific and underlined or bolded in a written lease. Otherwise, the landlord must repair these items at his expense within required time limits and guidelines.

Other than these exceptions, a landlord must provide you with a home that is free from health and safety risks, regardless of what is in the lease. If a landlord intentionally tries to change this duty in your lease (other than the exceptions stated above), you may have a claim against him for

actual damages, one month's rent plus \$2,000, and reasonable attorney's fees. The law presumes the landlord acted without knowledge, so give your landlord a written notice (and keep a copy) if he is violating the law, and ask him to change the lease. If he refuses, you may have a stronger claim against him.

[Back to Top](#)

Procedure for Obtaining Repairs

Tenants with problems requiring landlord repairs must take the following steps:

1. Always Give Notice

You must give notice of the problem to the person to whom you pay rent. Phoning is usually the fastest way, but you should also give the notice in writing and keep a copy for yourself as proof. Be sure to date the notice. Many leases require that all requests for repair be in writing. If you mail your rent payments, you can mail the notice to the same address. Sending the notice by certified mail provides the best proof that it has been received; however, this is not required.

2. Pay Your Rent

The landlord is not obligated to make repairs unless you are current on your rent. You must perform your obligation to pay rent or you cannot force the landlord to perform his obligation to repair. Your rent must be current at the time you give the first notice, otherwise that notice may not have any legal effect.

3. Wait a Reasonable Time

If the above conditions are met, the landlord has a "reasonable time" to fix the problem after receiving your initial notice. The length of time considered reasonable will depend on the circumstances. The nature of the problem and the reasonable availability of material, labor, and utilities are all factors that will be taken into consideration in determining how much time is reasonable. During this time, the landlord must make a diligent effort to repair the problem. For broken water pipes or sewage blockages, the reasonable time is short (generally one or two days). For small roof leaks, the time is longer.

4. Call an Inspector

If the landlord has had a reasonable time to fix the problem and has not done so, you should call the appropriate city or county inspector (housing, health, or fire). This may put additional pressure on the landlord if the condition violates local ordinances. The inspector may also help you decide if the problem affects health or safety. Be sure to get a written report and the name of your inspector.

5. Give a Second Notice and Request Explanation

After the landlord has had a reasonable time to fix the condition following your initial notice, you must send a second written notice and request an explanation for the delay. If you ask the landlord for an explanation and he does not respond within five days, you will have an easier case to prove if it ever goes to court. You should probably send this notice by certified mail to prove the landlord received it. Remember to save a copy of your notice. The notice should say that it is your second written notice, that you are requesting an explanation, and it **MUST** explain

what you plan to do if the landlord does not repair the condition. You have three basic alternatives: terminate the lease, repair and deduct the amount from your rent, or file a lawsuit. It may be a good idea to list all the alternatives in your second notice, and decide later which ones you will use. You should also consider getting other tenants, city officials, and the media involved. See [Overview](#).

6. Tenant Remedies

If the landlord has clearly had a reasonable amount of time to repair the condition after he received your second notice (usually seven days) and has failed to make a diligent effort to remedy the problem, you can exercise one or more of the alternatives listed in your second notice: terminate the lease and move out; have the problem fixed yourself and deduct the amount spent from your rent, if you follow ALL of the procedures mentioned; and/or sue the landlord for failing to repair.

[Back to Top](#)

(a) Terminating the Lease

If you decide to terminate the lease, you must inform the landlord in your second written notice that you will terminate the lease unless the condition is repaired or remedied within seven days. Remember, you have the right to terminate only if the condition materially affects the physical health or safety of an ordinary tenant, and you are not delinquent in paying your rent. See [Warning](#).

If you terminate the lease, you must move out. You can stop paying rent on the day you move out or the date of termination (whichever is later). If you correctly terminated the lease, you are entitled to a refund of rent from the day you terminated the lease or moved out (if you paid rent in advance); you may use your deposit to pay any rent that is owed without having to go to court. If you terminate the lease, you may still sue the landlord (if you gave the proper notice) for one month's rent plus \$500, actual damages, attorney's fees, and court costs. But you cannot sue to obtain a reduction in rent or to have the condition repaired, nor can you exercise any repair and deduct remedies discussed below.

When you move out, the landlord must return your security deposit unless he has reason to deduct an amount from the deposit (such as for damage you caused to the premises). Your landlord cannot keep your security deposit solely because you terminated the lease under these circumstances. If your landlord does not refund the unearned portion of your rent or wrongfully withholds your security deposit, you may wish to file suit against him. See [Security Deposits](#).

(b) Using Repair and Deduct

A tenant can hire a contractor to repair a condition that affects health or safety, after giving the required notices and waiting a reasonable time. The tenant is allowed to deduct the money paid to the contractor from the NEXT month's rental payment. See "Warning." However, repair and deduct can be used ONLY if one of the following occurs:

- the landlord has failed to remedy the backup or overflow of raw sewage inside the dwelling, or flooding from broken pipes or natural drainage inside the dwelling;
- the landlord has agreed to furnish water and the water has stopped;
- the landlord has agreed to furnish heating or cooling and the equipment is not working adequately, and the landlord has been notified in writing by a local health, housing, or building official that the lack of heat or cooling materially affects health or safety of an ordinary tenant; or
- the landlord has been notified in writing by a local health, housing, or building official that the condition materially affects health or safety of an ordinary tenant.

After giving a proper second notice and the conditions outlined above are met, you must wait seven days for the landlord to repair the problem before you can hire a contractor to repair it. (Exception: You do not have to wait at all if the condition involves sewage problems or flooding, and you only have to wait three days if the condition involves lack of drinking water, heat, or air conditioning.)

Although the repair and deduct remedy can be used as often as necessary, the amount that can be deducted to repair any one condition CANNOT be greater than one month's rent. [A tenant of Section 8, government-owned or government-subsidized housing may repair and deduct up to the monthly fair market rent of the dwelling from future rental payments.] Further, the total deductions in any one month cannot exceed one month's rent. The company or contractor you hire to make the repairs must be listed in the phone book or classified ads and must not have any personal or business connection with you. You cannot deduct for repairs made yourself, unless the landlord agrees (get the agreement in writing).

A landlord has the right to delay a tenant from exercising the repair and deduct remedy by delivering an Affidavit of Delay. This affidavit can delay repair up to 30 days, but it must set forth the reasons for the delay including, dates, names, addresses, and telephone numbers of contractors, suppliers, and repairmen contacted by the owner. Affidavits must be made in good faith and the landlord must continue diligent efforts to repair the condition. A landlord can be severely penalized for wrongfully issuing Affidavits of Delay. Check with a lawyer or tenant association for more details.

(c) Filing Suit

If you successfully sue, you can get a court order requiring the landlord to repair the condition, and you can also recover your actual damages (direct costs resulting from landlord failing to repair), a reduction in rent effective from the first notice to repair until the condition is remedied, and one month's rent plus \$500, reasonable attorney's fees, and court costs. See [Warning](#).

Filing suit in Justice of the Peace Court is cheaper and faster than doing so in County Court or District Court. You may easily represent yourself in Justice of the Peace Court. However, by filing in Justice of the Peace Court, you will be limited in some small respects. First, the total amount you recover cannot exceed \$5,000, plus court costs. Second, the Justice of the Peace cannot order your landlord to repair the condition, as

described above. Third, either party can appeal the case to the County Court for a new trial, and thus not be bound to the judgment of the Justice of the Peace Court. One advantage to filing suit in County Court or District Court is that you can get a court order to make the landlord repair or remedy the condition that endangers your health or safety. However, filing suit in these courts will probably require the expertise of a lawyer, the costs will be higher, and your case may not be tried for a long time.

[Back to Top](#)

Exception For Major Damage

Special rules apply if the unsafe condition results from an insured casualty loss such as fire, smoke, hail, explosion, or similar cause. Under those circumstances, the landlord is not required to start repairs until he gets paid by his insurance company. He still has a reasonable time after receiving the insurance proceeds to complete the repairs. However, as long as you or your guests were not responsible for the damage, you may terminate the lease at any time prior to the completion of the repairs and be entitled to a pro rata refund of any rent paid in advance and the appropriate deposit. Alternatively, you may be entitled to a reduction in rent proportionate to the extent the premises are unusable (unless the lease states otherwise). If an agreement cannot be reached regarding a rent reduction and you wish to file suit, the suit must be filed in either County Court or District Court.

Retaliation for Requesting Repairs

Your landlord is restricted for six months from retaliating against you because you gave him a repair notice. Illegal retaliation occurs when the landlord wrongfully terminates the lease, files for eviction, deprives the tenant of the use of the premises, decreases services to the tenant, increases the rent because a tenant requested repairs to the premises, or engages in activity that materially interferes with the tenant's rights under the tenant's lease. There are several exceptions. For instance, the landlord can increase the rent if the lease has a provision for an increase in the rent due to higher utility taxes or insurance costs. The landlord may also increase the rent or reduce services if it is part of a pattern of rent increases or service reductions for the whole complex. Furthermore, the landlord can still terminate the lease and evict you if you fail to pay your rent, intentionally cause property damage to the premises, threaten the personal safety of the landlord or the landlord's employees, or break a promise you made in your lease. Your rights to possession can also be terminated. You are also responsible for your family and guests.

There are other proper grounds for termination available to the landlord that are not considered retaliatory. Of course, if you received a notice of termination at the end of the lease before you gave the landlord notice to repair, you are not protected. This is why it is a good idea to give the first repair notice in writing, date it, and make a copy for your protection. There may be another exception to obtaining retaliation damages if the landlord legally closes down the premises, but you are typically entitled to damages in this situation. See [Condemned or Closing Property](#).

If the landlord engages in activity that constitutes unlawful retaliation, you may seek a court order against your landlord awarding you: (1) one month's rent, plus \$500; (2) the reasonable costs to move to another place; and (3) attorney's fees and court costs. But remember, the landlord will win if he can prove that his actions were not for purposes of retaliation.

Although the Texas Property Code does not specifically provide protection for other forms of retaliation, you may be able to successfully sue a landlord for other forms of improper retaliation. You should consult an attorney before taking such action.

Withholding Rent Is Almost Always a Bad Idea

Your landlord can be awarded actual damages plus other statutory penalties (and he can probably terminate your rights to possession and evict you) if you withhold any portion of your rent without an agreement, unless: (1) you first obtain a court order permitting you to do so; (2) you have properly repaired and deducted as described above; or (3) you have lawfully terminated your lease because of the landlord's unlawful behavior with regard to repairs and you are using your deposit as rent, as described above, or your utilities have been terminated improperly. If you improperly try to use your deposit as rent, you can also be penalized for three times the amount you withheld. Therefore, only tenant organizations with large numbers and an extreme commitment should consider such a serious and risky tactic. See [Warning](#).

Improving or Changing the Premises

If you change the premises and reduce its value, the landlord can hold you responsible. Even if the change increases the value, a tenant has no absolute right to make an alteration, and could be responsible for returning the premises to its original condition. If the problem affects your health or safety, however, the landlord may have to let you modify the premises (at your expense). For example, the landlord may not have to pay to alter an apartment so it is wheelchair-accessible, but the landlord may have to allow you to alter the apartment at your expense. In some situations, the landlord cannot charge you for expenses required to return the apartment to the original condition after you move out. If you want to install a bookcase, hang a chandelier, paint the walls, lay carpet, or make other alterations, discuss your idea with your landlord. Get his permission first, and you might try to get him to agree to let you deduct the costs from your next month's rent. Determine whether you can take the addition with you when you move. Then put your agreement in writing. If an agreement cannot be reached, get further advice from an attorney or tenant association.

[Back to Top](#)

Condemned or Closing Property

The landlord may decide to close the rental property where you live for a variety of reasons. A landlord CANNOT close down the property in the middle of a lease term (with or without notice) without breaking his agreement with you. If he does this, he can be liable for actual damages, moving expenses, your deposit, and other statutory penalties. If a governmental agency has condemned the premises, contact them to discuss their intentions. They generally cannot take any action against you for continuing to occupy the premises, and you may be entitled to some relocation assistance from the municipality.

A landlord can legally close the premises by failing to renew the lease, or may terminate a month-to-month lease by giving you a 30-day advance notice. If the landlord does this in response to your requests for repairs, the landlord will also be liable to you for moving expenses, your deposit, and other statutory penalties. If you stay longer, after the landlord legally closes down the property, the landlord can remove you ONLY by going through the courts. See

[Lockouts](#) and [Eviction](#). If the landlord shuts off the utilities, this will have the same effect as closing down the premises, and the landlord will probably still be liable in the situations described above. You may be able to get the utilities transferred to your name or be able to make other arrangements, especially if the landlord has shut off the service in the middle of a lease term. See [Utility Disconnection](#).

The landlord may allow you to transfer to another unit he owns, although this alone will not forgive his liability. Check out the new place as described in "Selecting Your New Home." Make sure your deposit will transfer as well, and negotiate to obtain moving expenses (by getting one month's rent free, for example). Get any agreement in writing. If negotiations break down, get in touch with an attorney or tenant association and get more advice. In some instances, you may be able to transfer and still sue your landlord for damages as discussed above.

[Back to Top](#)

Locks and Security Devices

A landlord must install the following security devices and without necessity of your request: a window latch on each exterior window of the dwelling; a doorknob lock or keyed deadbolt on each exterior door; a sliding door pin lock on each exterior sliding glass door of the dwelling; a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and a keyless bolting device and a door viewer on each exterior door of the dwelling. Keyless deadbolts are not required for units reserved for the elderly (over 55 years of age) or disabled if it is part of the landlord's responsibility to check on the well being of the tenants. Also, keyed deadbolts or doorknob locks are not required on all exterior doors as long as one door--if the dwelling has French doors, so long as at least one French door--has both keyed and keyless deadbolts and the rest of the doors have keyless deadbolts.

A landlord may not require you to pay for repair or replacement of a lock or other security device if it breaks because of normal wear and tear. A landlord may require you to pay for repair or replacement of a lock that was damaged by your misuse (or the misuse of your family or guest), but only if authorized by an underlined provision in a written lease. You have the burden to prove that the damage was not caused by you, your family, or your guest. Unless a landlord fails to timely install, change, or rekey a lock after giving the appropriate notices and paying any required fee as described below, you cannot install, change, or rekey a lock without the landlord's permission.

Landlord Must Rekey Between Tenancies

A landlord must rekey or change all the key-operated locks (or other combination locks) on the exterior doors between each tenancy at his expense. The landlord must rekey not later than the seventh day after you move in. You can also ask the landlord to rekey or change the locks repeatedly during the tenancy, but these changes will be at your expense.

Procedure and Remedies for Lock Problems

The landlord must install, repair, or rekey devices within a reasonable period of time, usually within seven days of the request. In cases of violence occurring in the complex in the preceding two months, a break-in or attempted break-in of your place, or a break-in or attempted break-in

of another unit in your complex within the preceding two months, the reasonable period is shortened to three days. You must notify the landlord of the violence, break-in, or attempted break-in for the shorter time period to apply. Give your notice and request for installation or repair in writing, and be sure to keep a copy of the notice. If you are responsible for paying the landlord for the installation, repair, or modification of the locks, the landlord may require the charges to be paid in advance but only in very limited circumstances.

If the landlord fails to install, repair, or rekey locks by the deadlines described above, you should give a written notice to the landlord requesting compliance. In some circumstances, a landlord can be liable without this written notice, but you have fewer and smaller remedies. The notice requesting compliance will probably be your second notice concerning your lock or security problem. If the landlord fails to comply within seven days of the compliance notice (or three days if there has been foul play of the sort described above, or if the lease fails to disclose various tenant rights concerning security devices as described in this section), you are allowed to do any one of the following: unilaterally terminate the lease; install/repair the security device and deduct the cost from the rent; or file suit for a court order requiring the landlord to bring all of his dwellings into compliance, and for actual damages, punitive damages, civil penalty of \$500 and one month's rent, court costs, and attorney's fees. See [Warning](#).

[Back to Top](#)

Smoke Detectors

Smoke detectors are required by state law and may also be mandated by local ordinances. For information on whether your community has adopted such ordinances, consult your local building, fire, or housing codes. At least one smoke detector must be installed by the landlord outside of each bedroom. If several bedrooms are served by the same corridor, one smoke detector may be installed in the corridor in the immediate vicinity of the bedrooms. In an efficiency apartment where the same room is used for dining, living, and sleeping purposes, the smoke detector must be located inside rather than outside the room. If there is a bedroom above the living or cooking area, the detector must be placed on the ceiling above the stairway.

Smoke detectors should be installed on a ceiling or a wall. Smoke detectors installed on a ceiling should not be closer than 6 inches to a wall. Smoke detectors installed on a wall should be between 6 inches and 12 inches from the ceiling. If a smoke detector in your house or apartment is not properly installed, you should request that the landlord reinstall it by giving the landlord a written notice. It is a good idea to keep a copy of the notice for yourself.

Landlord's Duty to Inspect and Repair

The landlord has the duty to inspect and test the smoke detector at the beginning of your tenancy (or at the time of installation). After you have moved in, the landlord's duty applies only if you give the landlord notice of a malfunction or make a request to the landlord for inspection or repair. The notice need not be in writing, unless the landlord and tenant have agreed in the lease that such notice must be in writing (however, it is always better to give notices in writing and keep a copy). The landlord has a reasonable time to inspect and repair the smoke detector, considering the availability of materials, labor, and utilities. A landlord has no duty to inspect or repair a smoke detector that has been damaged by you or your family or guests, unless you pay

in advance for the reasonable costs of the repair or replacement. The landlord also has no duty to provide replacement batteries for a battery-operated smoke detector, as long as it was operating when you moved in.

Procedure and Remedies for Smoke Detector Problems

If you ask your landlord to install or repair a smoke detector in your apartment and he improperly fails to do so within a reasonable period of time, you should give your landlord another written notice stating that if he fails to comply with your request within seven days you may exercise the remedies provided in the Texas Property Code. If the landlord improperly fails to install or repair a smoke detector within seven days of your request, you may then bring court proceedings against the landlord or you may terminate the lease without court proceedings. See [Warning](#).

To succeed in court, you must be current on all rent due to the landlord from the time you gave him the first notice. If the damage to the smoke detector was caused by you or your family or guests, you must also have paid to the landlord in advance the reasonable costs of the repair or replacement of the smoke detector. If you bring court proceedings against the landlord, you may be entitled to obtain: (1) a court order directing the landlord to comply with your request (not in Justice of the Peace Court); (2) a court order awarding you damages that resulted from the landlord's failure to install, repair, or replace the smoke detector; (3) an award of one month's rent plus \$100 as a penalty against the landlord; and (4) court costs and attorney's fees.

[Back to Top](#)

Tenant Disabling of Smoke Detector

You may be liable for damages to the landlord for removing a battery from a smoke detector without immediately replacing it with a working battery, or for disconnecting or intentionally damaging a smoke detector, causing it to malfunction. If the lease between the landlord and you contains a notice in underlined or boldfaced print warning you to not disconnect or intentionally damage a smoke detector, or warning you to replace a battery that has been removed from the smoke detector by you, the landlord may be able to obtain a court order directing you to comply with the landlord's notice, to pay a civil penalty of \$100, and a judgment against you for court costs and reasonable attorney's fees.

Security Deposits

The landlord can only deduct damages and charges from the security deposit for which you are legally liable under the lease agreement, or for physical damage to the property. Your landlord cannot retain part of your security deposit to cover normal wear and tear. Normal wear and tear means deterioration or damage that occurs based upon the normal intended use of the premises, and that is not due to your negligence, carelessness, accident, or abuse. For example, the landlord cannot withhold part of your security deposit for worn carpet, small nail holes, scratches on the sink or countertops, or fingerprints on the walls. A landlord may be able to deduct for large permanent stains on the carpet and crayon marks on the walls caused by you or your guests. Even in these cases, the landlord may not be entitled to replace all of the carpet or paint the entire house at your expense. However, a landlord may be able to deduct reasonable cleaning fees if authorized in the lease.

Landlord Must Refund or Explain Within 30 Days

Your security deposit must be refunded to you within 30 days after you move out of the apartment or house, provided that you give a written forwarding address to your landlord. You can give your forwarding address at any time; however, the landlord's duty to refund does not exist until you do so. If your landlord has cause to retain all or a portion of your security deposit, he must provide you with a refund of the balance of the security deposit, if any, together with a written description and itemized list of all deductions within 30 days of your move out (if you provided him a forwarding address).

A landlord is presumed to have refunded a security deposit or provided you with an itemized description of the security deposit deductions, if on or before the thirtieth day from your move-out, the refund or itemization is placed in the United States mail and postmarked on or before the thirtieth day. If a landlord who has the tenant's forwarding address fails either to return the security deposit or to provide a written list of deductions on or before the thirtieth day after the tenant moves out, then the landlord is presumed to have acted in bad faith. If your landlord retains all or part of your security deposit in bad faith, you may sue him and recover \$100 plus three times the amount of the security deposit that was wrongfully withheld, plus attorney's fees and court costs. If your landlord, in bad faith, fails to provide a written description and itemized list of damages and charges to you for a portion of your security deposit that has been withheld, he has forfeited all rights to withhold any portion of the security deposit or to bring suit against you for damages to the premises. Tenants who wish to sue for their deposits can do so fairly easily without an attorney in Justice of the Peace Court. In these courts, you can be awarded up to \$5,000 plus court costs. Contact a lawyer or your local tenant association for tips on suing in Justice of the Peace Court.

[Back to Top](#)

Exceptions and Miscellaneous

The landlord is required by law to keep accurate records of all security deposits; however, the landlord is not obligated to keep the funds in a separate account. The landlord is also not required to pay interest on the security deposit. The landlord is not required to furnish a description or itemized list of deductions, as described above, if any rent is due and unpaid at the time you move out and there was no dispute that the rent was due. If the lease requires you to give advance notice of termination, you should do so. However, advance notice of termination may not be a condition for a refund of your security deposit unless the requirement of advance notice is underlined or printed in conspicuous, bold print in the lease agreement. Even if you fail to give notice, as specified in the lease, and the provision is signed and underlined, the landlord may have to show how he was damaged by your failure to give advanced written notice before he can keep the deposit. If the house or apartment is sold or otherwise transferred to a new owner, the new owner is responsible for returning the deposit unless the new owner purchased the property from the bank (or mortgage lender) of the property at a foreclosure sale. In this case, the old owner remains responsible for the security deposit unless the new owner gives a written notice to you stating that he is responsible for the deposit.

Security Deposit of a Deceased Tenant

Unless your lease specifically provides otherwise during the term of your lease, your landlord can request you to provide the name, address and telephone number of a person to contact upon your death and a signed statement authorizing that person to receive your refunded security deposit. If your landlord does not request this information, you can volunteer it any time. Upon your death, that person will be entitled to receive the balance of the security deposit from your landlord (minus any allowable deductions, including any costs of removing and storing your property after your death). If you give your landlord this information and you also give your landlord a copy of the Property Code section governing this matter, your landlord will be liable for the actual damages that result from failure to comply with these requirements.

[Back to Top](#)

Hold Deposits

Sometimes people place a deposit on an apartment or house so a landlord will not lease the unit to anyone else. This deposit does not usually become a "security deposit" until after the depositor signs the lease and moves in. Before the depositor signs the lease, the money is part of a separate contract between the landlord and the depositor that guarantees the depositor will be able to rent the dwelling and assures the landlord that if the depositor decides not to sign a lease, he will be able to keep the money. In other words, if a person puts down a deposit to hold an apartment

or house, that person cannot change his mind in a week or so and expect the landlord to refund the entire deposit. The amount the landlord can lawfully keep will depend on the agreement between the parties, the length of time the depositor took to change his mind, and the actual damage suffered by the landlord.

Don't Use Deposit As Last Month's Rent

You must not withhold any portion of the last month's rent on grounds that the security deposit serves as security for the unpaid rent. [There are exceptions if you lawfully terminated the lease because of a landlord's failure to repair or pay the utility bills.] If you fail to abide by this requirement, you can be liable to the landlord for three times the amount of the rent that was wrongfully withheld and for reasonable attorney's fees.

Finding Out Who Owns and Manages the Premises

As a tenant, you have the right to know the name and address of the owner of the premises. You also have the right to know the name and street address of any property management company that is managing your house or apartment. The landlord may satisfy his duty of disclosure by providing you with a written copy of the information, by having the information posted continuously in a conspicuous place in the apartment complex or resident manager's office, or by having the information included in your copy of the written lease agreement or house rules.

If you want to know the name and address of the owner and property management company for your apartment or house, you should first see if the information is in your lease or posted in the office. If it is not, then request the information from the manager. Your notice need not be in writing unless your written lease agreement requires it (but it is always better to put the request in writing and keep a copy for your records). If the landlord fails to provide the information you requested in one week, you should give him another written notice that if the information is not furnished to you within seven more days you may exercise the remedies provided by the Texas Property Code.

If you were current on your rent when you gave the notices, and the landlord has not complied with your second notice after seven days (or intentionally gave you incorrect information), you may sue the landlord for a court order that: (1) requires the landlord to disclose the information; (2) awards to you your actual cost incurred in discovering the information; (3) imposes a penalty against the landlord in the amount of one month's rent plus \$100; and (4) awards you attorney's fees and court costs. You may also terminate the lease agreement without court proceedings. See [Warning](#). You may sue your landlord if he furnished an incorrect name or address of the owner or property management company by willfully posting or stating wrong information, or by willfully failing to correct information known by the landlord to be incorrect. You may sue your landlord under these circumstances even if your rent is past due.

Discrimination

A landlord cannot treat anyone differently based on race, color, religion, sex, handicap, having children, or national origin. If you believe that you have been denied housing or that you are being treated differently because of your race, color, religion, sex, handicap, having children, or national origin, you should contact the Fair Housing office in the city where you live, the Department of Housing and Urban Development (HUD) office in your area, and/or the Texas Commission on Human Rights in Austin. You should also contact your local tenant association or an attorney for advice. If you file a complaint with a city Fair Housing office or HUD, they must investigate the claim and get back to you with their findings.

[Back to Top](#)

Only the seven groups mentioned above are protected. A landlord can use any other factor to determine who he wants to rent to, as long as that factor does not have the obvious effect of discriminating against one or more of the groups. For example, a landlord cannot discriminate against people who wear dresses (this clearly has the effect of illegal discrimination on the basis of sex). But, a landlord may use financial history, criminal history, previous rental history, and eviction records to determine whether he wants to rent to a tenant (assuming these factors do not clearly impact one of the categories). A landlord is generally not in violation of Fair Housing (anti-discrimination) laws if he wishes to evict you if you have failed to pay the rent or broken some other term of the lease. There are exceptions to this. For example, it may be illegal for the landlord to give tenants of Race A more time to pay the rent before he evicts than he gives to tenants of Race B. If you were of Race B and in this situation, you might have a Fair Housing claim and maybe a defense in an eviction case.

[Back to Top](#)

Serving Court Papers on Your Landlord

If you wish to sue your landlord, you must list the landlord's name as the defendant and have the court papers served upon your landlord or your landlord's agent. If the owner's name and business street address have been furnished in writing to you, you must serve the court papers at that address. If that information has not been provided, and if the apartment complex is managed by a management company whose name and business address have been furnished in writing to you, that management company is the proper agent for service of court papers. Otherwise, the resident manager or rent collector serving the apartment complex can be the proper person upon whom court papers may be served.

[Back to Top](#)

Tenant Duties and Consequences

A tenant's main duties are to pay rent on time and to follow the lease and house rules of the landlord by not disturbing others, violating the law on the property, or damaging the property. If the landlord feels you have violated one of these conditions, he might take some of the actions outlined in this section. Sometimes these actions are legal and sometimes they are illegal according to state law (regardless of what has been put in the lease agreement).

Lockouts

A landlord may change the door locks when your rent is not completely paid, in an emergency, for repair, or when you have abandoned the premises. When the door locks are changed because you are behind on paying the rent, the landlord must leave a written notice on your front door describing where the new key may be obtained at any hour and must give the name and location of the individual who will provide you with the new key. The notice must state the fact that the landlord must provide the key to you at any hour (regardless of whether or not you pay any of the delinquent rent) and the notice must state the amount of rent and other charges for which you are delinquent. The new key must be provided to you immediately, regardless of whether you pay the landlord anything. These rules apply no matter what any lease agreement might say, and even if the landlord is closing down the premises. The landlord CANNOT remove a door, window, lock, doorknob, or any other appliance furnished by the landlord because you are behind on the rent, unless the removal is for repair or replacement (in which case, a lock, doorknob, or door should be repaired or replaced before nightfall).

If the landlord changes the door locks without leaving the required notice or without providing a new key, or removes a door or other item improperly, you may terminate the lease or recover possession of the premises. In either case, you may also recover actual damages, the greater of one month's rent or \$500, plus reasonable attorney's fees and court costs, less any past due rent owed by you as the tenant.

To get back in, you should contact the manager, management company, or owner for a new key. Breaking in is usually not a good idea, as you could be viewed as a criminal by a neighbor or the police. If necessary you can go to the Justice of the Peace Court in your area and request a "writ of reentry," which will order the landlord to provide you with a key to your house or apartment.

[Back to Top](#)

Utility Disconnection

Landlord Intentionally Disconnects the Utility

Sometimes a landlord will intentionally cut off a tenant's utilities in an attempt to force you to pay rent or move. Usually this is an illegal practice, but it depends on the way the tenant pays for the utilities.

1. "All Bills Paid" Agreements

If the landlord pays for the utilities, and if you do not make separate rent and utility payments (as in an "all bills paid" lease), Texas law does not specifically prohibit a landlord from shutting off the utilities for nonpayment of rent. In certain extreme weather conditions or other circumstances, this practice may be improper because it violates the health ordinances. Contact your local health inspector, building inspector, or tenant association, for more information. The landlord cannot shut off the utility for any other reason, such as nonpayment of late fees or disturbing neighbors. If the landlord is shutting off utilities because he is closing down the premises, he may still be liable to the tenant. See [Condemned or Closing Property](#).

If the landlord disconnects or threatens to disconnect the utility service for nonpayment of the rent, you should argue that the landlord give you some advance notice (such as five days) prior to turning off the utility for nonpayment of rent, although there is no law specifically stating this. If you offer to pay an amount equal to the cost of the utility for one month in exchange for the use of the utility and the landlord refuses, a court may view any disconnection as an improper circumvention of the eviction process and penalize the landlord. If the landlord accepts your offer, be sure to indicate the agreement on the check or money order or get the landlord to sign a separate agreement. If you offer to pay all the delinquent rent after the utility has been cut off, the landlord must reconnect the utility (whether or not the landlord actually accepts the rent).

2. Submeter or Mastermeter Agreements

A landlord becomes a mini-utility company if it submeters or mastermeters a utility service by charging you separately for a utility service. There are special rules a landlord must follow that are issued by the following state agencies: Public Utility Commission (electricity), Water Commission (water), and Railroad Commission (gas). Each agency has the same basic rules regarding utility submetering and mastermetering. The landlord must issue written bills showing usage and the rate, and give you a minimum of seven days to pay a bill. A tenant's service can only be interrupted after at least a five day advance notice and nonpayment of the utility bill. A landlord cannot shut off a utility service sooner than 12 days from the date the bill is issued. The notice of termination must indicate the amount of the utility bill that is past due and the specific deadline for payment. The landlord cannot shut off the utility service the day before the office will be closed (in order for you to be able to pay the bill and reconnect the service). It is absolutely illegal for a landlord to cut off a utility if you have paid for the utility (regardless of what "account" the landlord has applied the funds to). However, the landlord may have the discretion to apply funds to other accounts if your intentions are not clear. Therefore, it may be a good idea to indicate the intended use of any funds you give the landlord (in other words, write "for utility bill" on your check or money order to clearly indicate your intentions and prevent a shutoff). Of course, this may result in you being behind on rent, and the landlord may then have other rights. See [Landlord's Right to Remove Property](#), and [Back to Top](#)

If the landlord disconnects utility service in violation of these rules, a tenant may be entitled to actual damages, one month's rent, attorney's fees, and court costs. you should also contact the appropriate agency to report the violation. The landlord may not be liable if the interruption of utilities is a result of actual repairs, construction, or an emergency; however, a reduction in the next month's rent should be requested. If the landlord is shutting off utilities because he is closing down the premises, he may still be liable to you. See [Condemned or Closing Property](#).

Landlord's Right to Remove Property

Landlord Cannot Remove Own Property A landlord CANNOT remove doors, windows, locks, door knobs, or any other appliance (such as a refrigerator or stove) supplied by the landlord because you are behind on the rent. If the landlord improperly removes such property, you may obtain a court order to have the property returned or terminate the lease. See [Warning](#). In either case, you may also recover actual damages, the greater of one month's rent or \$500, plus reasonable attorney's fees and court costs, less any past due rent owed by you as the tenant.

Landlord May Remove Some Tenant Property

If you fail to pay rent, the landlord has a lien (a right to possess until payment) on all of your "non-exempt" property found in your apartment or house. The landlord's lien gives the landlord the right to peacefully take your property, and to sell it after a proper time period and notice, to satisfy the rent outstanding. The landlord's lien can be enforced by the landlord without taking any formal action in court ONLY if it is spelled out in the lease, and the lease provision is underlined or printed in conspicuous bold print. The landlord cannot sell or dispose of the property unless this is also written in the lease. However, the landlord is allowed to remove all the contents of an apartment or house, without a specific lease provision, when a tenant has abandoned the premises. There is no specific limit on the amount of non-exempt property the landlord can take. Generally, if the landlord takes property (valued at market prices) worth more than three times the rent owed, you may have a wrongful seizure suit. The landlord cannot lien property for any other charge. In other words, the landlord cannot deduct any amount from a rent payment and still claim you are behind on rent, and then attempt to lien property. Government-owned or government-subsidized housing programs generally forbid landlord's liens.

The following types of property are exempt and cannot be taken by the landlord under any circumstance, unless the property was abandoned:

1. Clothing.

2. Tools, equipment, and books of the tenant's trade.
3. School books.
4. One automobile and one truck.
5. Family portraits and pictures, and the family library.
6. One couch, two living room chairs, one dining table and chairs.
7. All beds and bedding.
8. All kitchen furniture and utensils, including a tenant's deep freeze and microwave.
9. Food and food stuffs.
10. Medicine and medical supplies.
11. Anything the landlord knows belongs to someone else not living in the leased premises.
12. Anything the landlord knows was purchased on a recorded credit arrangement that has not yet been paid for.
13. All agricultural implements.
14. Children's toys not used by adults.

The landlord must give you at least 30 days advance notice of the sale by certified and regular mail to your last known mailing address; indicate the time, date, and place of the sale; and provide an itemized account of the rent owed and the name of the person to contact for information. You are allowed to redeem the property prior to the sale if you pay the rent owed, and the reasonable packing, moving and storage charges (if these charges are also specified in the lease). At the sale, the property is sold to the highest cash bidder. It is usually a good idea to go to the sale to make sure it is done properly (sometimes landlords sell things to their friends for a few cents). You are allowed to go to the sale and purchase your own property. The landlord must take the money he receives from the sale and apply it to the rental account. As the tenant you are entitled to any remainder. The landlord must give you an accounting within 30 days of your request.

If the landlord willfully violates this law, you may recover the greater of one month's rent or \$500, return of any property not sold or proceeds from the sale, plus actual damages, and reasonable attorney's fees, less any past due rent. If the sale was conducted improperly, you may also have a claim against the landlord for violation of the Deceptive Trade Practices - Consumer Protection Act. Contact an attorney or a tenant association for more details.

Personal Property of Deceased Tenant

Unless your lease specifically provides otherwise during the term of your lease, your landlord can ask you to provide the name, address, and telephone numbers of a person to contact upon your death, and a signed statement authorizing that person to access your unit in the presence of a landlord representative and remove your personal property. If your landlord does not request this information, you can volunteer it at any time. See also "Security Deposits."

If you are the sole occupant of your unit, your landlord has the right upon your death to remove and store your personal property. Your landlord must turn over your property to the person designated by you (or if you have not yet designated someone, a person who is lawfully entitled to your property), but the landlord may require the person taking your property to sign an inventory. Your landlord may dispose of your property 30 days after sending notice by certified mail to your designated person to pick up your property, if the designated person does not contact your landlord and does not take possession of your property.

If the landlord provides you a copy of the Property Code section governing this matter, and you fail to provide the required information, the landlord will not have any responsibility for your personal property after your death. If you give your landlord this information and you also give your landlord a copy of the appropriate Property Code section, your landlord will be liable for the actual damages that result from failure to comply these requirements.

Subleasing

Unless the lease allows it, a tenant may not sublet (rent the house or apartment to another person) without the consent of the landlord. If a tenant sublets the house or apartment without the consent of the landlord, the landlord may evict the subtenant and sue both the subtenant and the original tenant for any damages caused by the subletting arrangement.

If the lease does permit you to sublet your place, subletting is still complicated. Unless the subletter and the landlord sign a lease agreement with each other, you will become the landlord of the new tenant. For example, your subtenant

will have to request repairs to the apartment from you. You will then have to request the repairs from your landlord. Moreover, you remain liable to your landlord for the rent. So, if your subtenant stops paying rent, you will have to pay rent to your landlord and attempt to seek reimbursement from your subtenant. You will also be liable to your landlord for any damage done by your subtenant. If you must move out of your apartment, you should attempt to get your landlord and the person moving into your apartment to agree to a lease between each other. You should have your landlord release you in writing from any further liability under your lease. This will avoid the undesirable situation where you are stuck in the middle between your landlord and your subtenant.

[Back to Top](#)

Cotenancy

You should also be careful about sharing a rental property with another tenant. Even if both of your names are on the lease, the landlord will generally view you and your roommate as one tenant for the purposes of the lease. For example, if your cotenant moves out of the premises, the landlord may hold you responsible for all future and past due rent owing. Also, if you and your cotenant have a disagreement, your landlord probably cannot lockout, evict, or remove that person from the lease on that basis alone. A cotenant can request the landlord change the locks at your expense; however, the landlord will have to give the new key to any other tenant on the lease.

Eviction

Eviction is a judicial procedure that may result in the physical removal of a tenant, all other occupants, and all belongings from an apartment or house. As a tenant, you may be evicted if you fail to pay rent or fail to abide by some other provision of the lease agreement. See [Termination for Tenant Breach](#). The landlord may only terminate your right of possession and probably will not terminate the other obligations of the lease if you violate a provision of the lease for nonpayment or other breach. See [Consequences for Terminating Without Excuse](#). [A tenant in Section 8, government-owned or government-subsidized housing must commit a serious violation of the lease for the landlord to be able to terminate.] Check the lease for the available reasons. You may also be evicted if you stay longer than the lease allows without the permission of the landlord. However, there are exceptions. See [Exceptions to Failing to Renew or Terminating a Month-to-Month](#).

Procedure and Suggestions

Even if you are improperly withholding possession of the premises, all of the following steps must be performed by the landlord and court before you can be legally evicted.

- (1) The landlord must first give you a written notice to vacate at least three days before a lawsuit is filed to evict you. (The lease agreement may legally shorten or lengthen the time period.) At this stage, there has been no filing in court. Because eviction court records are public documents and are used by many landlords to screen potential tenants, it may be best to attempt to negotiate (or simply move out before the deadline) rather than risk having an unfavorable court record. Moving out does not mean you cannot sue later for wrongful eviction. A tenant in Section 8, government-owned or government-subsidized housing is usually entitled to longer notice periods, as well as an administrative hearing (called a "grievance hearing" or a meeting with the landlord) before any of these eviction procedures can begin, unless the allegations include drug or violent criminal behavior.
- (2) If you fail to move out before the deadline in the notice to vacate, the landlord may file a written complaint with the appropriate Justice of the Peace Court (called a forcible entry and detainer or "FED" suit). The complaint must state the specific reason for terminating your right to possession, contain a complete description of the property from which you are to be evicted, and it must be sworn to. The landlord can also ask the court to award him back rent, court costs, and attorney's fees. The Justice of the Peace Court should not consider other damages (such as late fees) claimed by the landlord in an eviction case. The landlord will be entitled to court costs (about \$60) if he wins. The court may also award him attorney's fees if the lease provides for attorney's fees or if the landlord gave you a notice to vacate 11 days before filing the eviction case and the notice to vacate warned you about the possibility of having to pay his attorney's fees. If the landlord is entitled to collect attorney's fees as described above, then you may obtain them if you win.
- (3) After the case is properly filed, you must be served with an official notice and a copy of the court papers advising you of the date and time that you must file a written answer (or response). In many areas, the Justice of the Peace will actually hear the case on that appearance deadline. You should contact the Justice of the Peace Court to find out how it handles the cases. The court papers can be left under the door, or tacked to the door if you cannot be found. The papers are usually served by a constable or sheriff. **MAKE SURE YOU COMPLETELY READ ALL OF THE PAPERS.** Call an attorney, tenant association, or the court (as a last resort) if you have any questions or desire to contest the eviction. You probably cannot file a counterclaim against the landlord in an eviction case. If you and your landlord work something out before the

trial date, make sure the landlord calls the court to dismiss the case. If the landlord has not dismissed the case, you should go to court to make sure the case gets dismissed.

(4) The landlord has an option of filing a bond for immediate possession. If the landlord does so, the landlord may take possession of the premises six days from the date that you are served with the bond papers, unless you ask for a trial within the six-day period. It is always better to request the trial in writing by filing a request with the court. Make a copy of your request, and bring both copies to court. The court clerk should stamp both with the date you filed the request, and return one file-stamped copy to you. Requesting a trial does not cost anything.

(5) You and the landlord must appear in the Justice of the Peace Court to present evidence on the date set for trial. The trial date is usually held between 6 and 10 days of receiving the court papers. In some courts you must appear in person or in writing on or before an "appearance date" and deny the allegations before you are entitled to a trial. You should call the court to determine which system it uses. It is very rare for the Justice of the Peace to postpone the trial unless both parties agree to the delay. Both parties have the right to present their side of the case, including witnesses, receipts, cancelled checks, photographs, and any other evidence that may support their position. Either you or the landlord may have the case decided by a jury by paying \$5.00 within five days of receiving the eviction papers. Requesting a jury is sometimes a good idea, since some of the jurors may be tenants themselves, and they will more fully understand what it is like to be a tenant. You are not required to be represented by a lawyer at the Justice of the Peace Court hearing, but may be if you so choose.

(6) If the judge or the jury finds that you should be evicted, the landlord can request a "writ of possession" that allows the constable or sheriff to physically evict you. The writ cannot be issued until the sixth day after the hearing (counting weekends and holidays). The judge or the jury has the ability to lengthen this period only at the hearing. If you do not attend the hearing, you will lose the case automatically. The landlord may not prevent you from going into the house or apartment prior to the time the constable or sheriff evicts you under the authority of a writ of possession. Once a writ of possession is obtained, a constable or sheriff will supervise the removal of all persons and property from the premises. A writ of possession cannot be executed by the officers if it is raining, sleeting, or snowing. Because constables and sheriffs usually do not work weekends or holidays, writs are not typically executed then.

(7) If you lose your eviction case in court, the landlord can still let you stay in the premises. For example, the landlord may let you stay if you pay back rent and court costs before the six days are up. Warning: Unless you get a signed written agreement from the landlord saying the judgment from the court is void (or that he will never enforce the judgment) and file it with the Justice of the Peace Court, the landlord can evict you anytime without another hearing or any grace period (as long as it is the sixth day or longer after the hearing). The landlord will not need any reason, and could conceivably evict you even if you pay. Therefore, if the landlord will not sign an agreement to dissolve the judgment (or promise never to enforce it), it might be better to move.

[Back to Top](#)

Appealing an Eviction Case

The party that loses in Justice of the Peace Court may appeal for a new trial in the County Court. Although it is possible to represent yourself at the County Court level, the rules are much more complicated. It is best to obtain legal representation. The party wishing to appeal has only five days after the judgment is signed to submit the proper paperwork and pay court costs to the Justice of the Peace Court. To determine the deadline: Begin counting on the day after the trial (or date the judgment is signed if that is later). Count weekends and holidays, but the deadline will be extended to the next day the court is open if the fifth day falls on a weekend or holiday. For example, if the trial is Thursday, the deadline to file is Tuesday. If the judgment is signed on Monday, the deadline to file is the next Monday. Ask the court clerk, a lawyer, or tenant association to get information on the deadlines and the necessary papers. To appeal a case to County Court, you must put up a bond (a bond is a promise to pay a certain amount). A bond must be signed by you and two others who have real estate in Texas that no one lives on or other sufficient assets (e.g., savings account, stock). The judge must approve the bond. A bond guarantees that the other party's costs for the appeal will be paid in case you lose. A tenant can deposit cash into the court in the place of a bond. The bond amount is set by the court (usually it is set at two times the monthly rent amount). The appealing party must also pay court costs (about \$120). If you win in County Court, you will receive the bond back, and will be entitled to the court costs from the landlord. If you lose, the landlord will be able to apply for some of the bond money depending on his costs for obtaining possession and any lost rent.

If you have very little money, low income, and limited personal property, you can file a pauper's affidavit instead of posting a bond and paying costs. A pauper's affidavit is a document signed by you, which swears you are too poor to make bond or pay costs. The document must be notarized and filed with the Justice of the Peace Court on or before the fifth day after the hearing date. However, a landlord can contest the affidavit and force you to prove inability to

pay at a hearing in the Justice of the Peace Court. If you lose this "financial hearing" you have five days to either post a regular bond with the Justice of the Peace Court, as described above, or request, in writing, that the County Court review your financial status.

If the appeal papers are properly filed, you can stay in the premises during the appeal. However, if you have filed a pauper's affidavit, as described above, and the landlord has claimed you violated the lease for nonpayment of rent, you must deposit a one-month rental payment with the court within five days of filing the affidavit. You must continue to deposit rental payments with the court within five days of the due date under the lease until the trial date. If you fail, the County Court may evict you, pending trial. No matter who appeals the case, a tenant must also file an "answer" either in the Justice of the Peace Court or in the County Court within a week of it being assigned to a court. An answer is a written document that states your defenses to the suit and can merely be a short statement stating who the parties are, the case number, and that you generally deny the statements made by the landlord. It does not have to be fancy to be valid. If an answer is not filed within a week, you can lose the eviction case without having a trial.

[Back to Top](#)

Termination and Moving Out

A lease can terminate in several ways: by agreement of both parties, when the lease ends, according to state or federal law, or by one of the parties breaching (breaking) the lease. Once the lease terminates, you no longer have a right to possess the premises.

By Agreement

A landlord and a tenant can agree to change or completely terminate a lease at any time. If you have an agreement, be sure you reduce it to writing and have the landlord sign the agreement. This method is especially useful to avoid having a suit filed against you for rent or a claim placed on your credit report. Often tenants have to move prior to the end of their lease without a legal excuse, and this method resolves the problem without risk or worry. See [Consequences for Terminating Without Excuse](#).

The Lease Ends

End of Express Lease Term

A main provision of any lease specifies the lease time period. After the lease expires, the landlord-tenant relationship usually continues on a month-to-month basis, unless one of the parties indicates otherwise. Therefore, even if the lease is about to expire, the party wishing to terminate the lease on the expiration date must give a notice (preferably in writing) 30 days prior to the expiration. Tenants sometimes lose their security deposits because they fail to give written notice of termination. See "Security Deposits." A landlord can fail to renew a lease agreement for ANY reason, unless the landlord illegally retaliates or discriminates. See "Exceptions to Failing to Renew or Terminating a Month-to-Month."

Month-to-Month Terminations

A month-to-month tenancy may be terminated by either the landlord or you for ANY reason by giving one month's advance notice. For example, if you get into a disagreement with your neighbor after he has a party late at night and you call the landlord to complain, the landlord could ask you to move in 30 days. Although the landlord would not be acting wisely, the landlord could legally terminate the month-to-month lease (or fail to renew your lease at the end of the term). If you failed to move, the landlord would probably succeed in an eviction case.

The notice can provide for termination on any day of the month, as long as the date of termination is at least one month from the date of the notice. If the notice terminates the tenancy on a day which does not correspond to the end of the month or the beginning of a rent paying period, you need only pay for rent up to the date of termination. However, if rent is paid more than once a month, it is sufficient to give a termination notice only equal to the interval between rental payments. For example, if you pay your rent weekly, you or your landlord need give only one week's notice in order to terminate the tenancy. A written notice is not necessarily required, but is strongly encouraged.

Exceptions to Failing to Renew or Terminating a Month-to-Month

The only possible exceptions to the landlord's right to terminate a month-to-month lease (or fail to renew at the end of the lease) is if the landlord is illegally retaliating against you, or if the landlord is illegally discriminating against you. Even in these situations, a landlord may be successful in terminating your rights to possession and evicting you; however, you would still have a clear right to sue for wrongful eviction, actual damages, attorney's fees, statutory

penalties, and other damages. This may seem unfair, but you have the right to terminate a month-to-month lease in 30 days (or fail to renew at the end of the lease) for any reason and without exception.

A tenant in Section 8, government-owned or government-subsidized housing often has an additional protection concerning a lease renewal. Many government programs require the landlord to have a good cause if he does not wish to renew the lease (or wishes to terminate a month-to-month lease). Good cause is usually defined in the lease. Call an attorney, housing authority, or tenant association for more information.

Termination for Landlord Failures or Military Transfers

Texas law specifically allows you to terminate a lease in a few circumstances when the landlord has failed to perform his duties. See [Warning](#). A federal law allows military personnel to prematurely terminate their leases without penalty if they are transferred by the military. A tenant in this situation should contact the applicable military agency or his commanding officer for more details.

Termination for Tenant Breach

If a tenant violates a provision of the lease, the landlord can probably terminate the lease. Read your lease to determine whether the landlord can terminate for a particular violation. Failing to pay rent, severely disturbing neighbors, and committing serious crimes on the property are all fair grounds to terminate. Technical violations may be enough to terminate as well, depending on the circumstances. For example, if you have a pattern of paying your rent late, then the practice may legally change the due date (unless the landlord gives you advance notice that these payments will be considered grounds for termination). Therefore, a court might rule for you in an eviction case, even though you violated the original lease provision. A court may also rule for you when paying late if the lease provides for late fees and you offered to pay the rent and the late fees (or at least a reasonable fee). See [Rent and Late Fees](#). However, many judges believe that the landlord has the sole discretion of whether to accept late rent after a notice of termination or a notice to vacate has been issued by the landlord.

Typically, if a tenant violates a provision of the lease, the landlord may initially claim he has "terminated the lease." However, the landlord probably has terminated your right of possession and not your other obligations of the lease agreement. See [Consequences for Terminating Without Excuse](#). A tenant in Section 8, government-owned or government-subsidized housing must commit a serious violation of the terms of the lease for the landlord to be able to terminate. Check the lease for the available reasons.

[Back to Top](#)

Change in the Landlord Usually Does Not Terminate the Lease

If the landlord sells or transfers the property, the new owner is obligated to honor your lease and any other agreement you made with the old owner or management. However, if the property is foreclosed on by a bank or some other entity, the new owner is not obligated to honor your lease (or other agreement), but they must allow you to stay at least 30 days from the date of the foreclosure sale as long as you do not violate any other portion of the lease and you are current on your rent. If you receive notice that your landlord is about to be foreclosed on, and someone else is demanding you pay them rent or vacate, consult a lawyer or tenant association for advice.

Disagreements About Terminations

A landlord may terminate if you fail to pay rent on time, violate the rules, or fail to act according to other lease provisions. Most landlords only terminate your right to possession and still require you to complete the obligation to pay rent. However, even if the landlord terminates the lease (or your rights to possession), you still have the right to dispute the landlord's decision and stay in your house or apartment and demand a judge or jury make the determination. The landlord cannot physically remove you from the premises unless an eviction suit has been properly filed and a judgment has been issued against you. Because eviction court records are public documents and are used by many landlords to screen potential tenants, it may be best to attempt to negotiate (or simply move out before their deadline), rather than risk having a court record (whether or not you win). Moving out does not necessarily mean you cannot sue later for wrongful eviction or wrongful termination. If you terminate your lease and the landlord does not agree with your decision, the landlord may take a variety of actions against you. See [Warning](#).

Consequences for Terminating Without Excuse

If you do not have a legal excuse for terminating early (or the landlord legally terminates your right of possession), you can be held responsible for the remaining rental payments under the lease. This is the maximum potential liability for premature termination. You can still be liable for damages to the property and reasonable cleaning fees if authorized in the lease. If you move out early and your deposit is too small to cover these charges, the landlord may

pursue other actions to collect the funds, and will usually make reports to credit agencies if collection efforts prove unsuccessful. If you want to terminate early, you should try to work something out with your landlord. If you make a deal, get the agreement (referred to legally as a release) in writing to prove you are no longer responsible under the lease. You should at least give the landlord notice of your intentions, because you will receive credit for any rents collected on your place after you move out. Giving notice may enable the landlord to find another tenant before you actually move out. You can also find someone else to rent your place to practically eliminate your liability, as long as the landlord finds them acceptable. However, landlords can charge you a reasonable "reletting fee" for having to prepare the dwelling for reletting and having to redo paperwork sooner than normal. The reletting fee must be a fair amount to cover actual expenses and cannot be unfairly inflated (you cannot be "penalized" for breaking a lease.) If a new tenant is not found, a landlord can charge you only for the total rent owed under the rest of your lease (and cannot also charge you any reletting fee or other termination fee). If you do move out early, with or without an agreement, follow the advice outlined below. This may avoid additional penalties being assessed.

Moving Out

When you get ready to move out at the end of the lease, you should give your landlord a written copy of your forwarding address. It is always better to supply a local address to your landlord. Your forwarding address can be the address of your attorney, a family member, or someone else acting as your agent. Always leave the place clean and personally return the keys. The landlord may be able to charge you for each day that you have the keys. Take pictures or videotape, have witnesses walk through the place, and ask the landlord or manager to walk through as proof of the condition of the place when you left. Also, ask the landlord if there is any damage he plans to charge to you. Make a list as you go, and get the landlord to sign the list. You have the right to repair or remedy these things yourself. If you disagree with the landlord, try to calmly negotiate in person and in writing. If the landlord will not walk through the place with you (or sign the list), send him a letter requesting a walk through again and state that he would not agree to walk through the place with you (or sign the list). Keep a copy of the letter yourself. Later, if the landlord makes deductions from your deposit for repairs that you would have completed yourself (at a lower cost), you have a basis to dispute the amount of the deductions. See [Security Deposits](#).

This information is not intended to be a substitute for the legal advice of a licensed attorney. If you have any questions regarding a particular issue or topic we suggest you seek legal counsel.

[Back to Top](#)

Revised 2001